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County of Los Angeles COMMUNITY AND SENIOR SERVICES

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Enriching Lives Through Effective And Caring Service



css.lacounty.gov

Cynthia D. Banks
Director
Otto Solórzano
Chief Deputy

April 03, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 April 3, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AUTHORITY TO ENTER INTO AN AMENDED MEMORANDUM OF UNDERSTANDING AND NEGOTIATE AND EXECUTE FUTURE AMENDMENTS AS NEEDED (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

SUBJECT

This Board Letter requests approval for Community and Senior Services (CSS) to take the following actions: 1) enter into an amended Memorandum of Understanding (MOU) with the South Bay Workforce Investment Board (SBWIB) for the National Emergency Grant (NEG) funds to provide the Multi-Sector Workforce Partnership NEG services; 2) and authority to negotiate and execute future amendments to the MOU identified herein.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to CSS to enter into an amended Memorandum of Understanding (MOU) (Attachment A) with SBWIB for the NEG funds to provide the Multi-Sector Workforce Partnership Project services.
2. Delegate authority to the Director of CSS, or designee, to negotiate and execute future amendments to the MOU identified herein, during the funding period, provided that: a) approvals of County Counsel as to form and the CEO are obtained prior to such amendment, and b) the Director of CSS confirms in writing to the Board of Supervisors and the CEO within 30 days after execution that such an amendments have been executed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 15, 2011, your Board approved CSS to enter into an MOU with SBWIB for the NEG funds and to accept future Workforce Investment Act (WIA) NEG grant funds from the federal Department of Labor (DOL). Following execution, SBWIB revised the MOU to incorporate a change in the agreement number, which is assigned by its administrative entity, the City of Hawthorne, requiring CSS to return to your Board for authority to execute an amendment. No other substantial changes were required to MOU. CSS is also requesting delegated authority to enable the Director of CSS, or designee, to negotiate and execute future amendments to this MOU.

Implementation of Strategic Plan Goals

The recommended actions are consistent with principles of the Countywide Strategic Plan Goal 1 – Operational Effectiveness.

FISCAL IMPACT/FINANCING

There is no impact to the County general fund, as the WIA NEG Multi-Sector Workforce Program is fully funded with federal WIA Title I NEG grant funds.

Funding for the WIA NEG in the amount of \$5,794,144 was included in the Department's FY 11-12 Supplemental Changes Budget and approved and accepted by County on November 15, 2011.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended actions will provide CSS with the authority to enter into an amended MOU with SBWIB for the NEG funds to provide retraining, career development and supportive services to dislocated workers and authority to amend contracts if additional NEG grant funds are made available.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

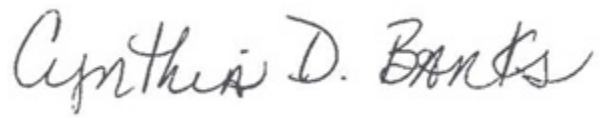
Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to Ms. Carol Domingo, CSS, 3175 West Sixth Street, Room 403, Los Angeles, CA 90020. If you need to contact Ms. Domingo, her number is (213) 215-2564.

The Honorable Board of Supervisors

4/3/2012

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Respectfully submitted,

A handwritten signature in cursive script that reads "Cynthia D. Banks". The ink is dark and the signature is fluid.

CYNTHIA D. BANKS

Director

CDB:cf

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

AGREEMENT NO. 11-W112 BETWEEN SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. AND COUNTY OF LOS ANGELES

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the **South Bay Workforce Investment Board, Inc.**, a non-profit public benefit corporation, on behalf of the City of Hawthorne, herein after referred to as the “SBWIB, Inc.” and **County of Los Angeles**, administered by Community and Senior Services (CSS), at **3175 W. Sixth Street, Los Angeles, CA 90020**, hereinafter referred to as “Contractor”.

WHEREAS, the City of Hawthorne has delegated its rights, duties and responsibilities to the SBWIB, INC., which is authorized to act for purposes of the Agreement; and,

WHEREAS, on June 30, 2011, the SBWIB , Inc. was awarded an National Emergency Grant (NEG) from the U.S. Department of Labor (DOL), for the CA Multi-Sector Workforce Partnership—Project (CA Multi-Sector Partnerships) which consists of 21 geographically contiguous local workforce investment boards (LWIBs); and

WHEREAS, this project, herein referred to as the “CA Multi-Sector Partnerships” which features the participation of LWIBs in the Northern, Central and Southern California regions; and

WHEREAS, this partnership is to provide core, intensive, training, and support services to dislocated workers who reside in economically vital regions of the state; and

WHEREAS, the Contractor represents itself as being qualified and capable of providing said services in accordance with all rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this agreement, as well as Federal, State and local regulations regarding DOL’s funds;

WHEREAS, the SBWIB, Inc. desires the Contractor to provide said services to dislocated workers; and,

NOW, THEREFORE, in consideration of the recitals and the mutual obligations provided herein, the parties hereto agree as follows:

I - CONTRACTOR REQUIREMENTS/RESPONSIBILITIES

Contractor shall be required to provide core, intensive, training and supportive services as set forth in the Exhibits and Attachments listed below, [attached hereto and incorporated herein by this reference]:

Exhibit A	Statement of Work – CA Multi-Sector Partnership
Attachment A	Statement of Work - CA Multi-Sector Workforce Partnership (NEG) Application
Attachment A-1	Contractor's Layoff Events
Attachment B	Assurances
Attachment C	Project Administration
Attachment D	Contractor's Administration
Exhibit B	Budget Summary Forms
Exhibit B1	Request for Cash Form
Exhibit C	General Provisions
Exhibit D	Consultant

Further Responsibilities.

Contractor shall:

- A. Fully cooperate with authorized representatives of the SBWIB, Inc., the State and Federal governments including independent auditors, seeking to interview any program participant or staff member of Contractor, or to evaluate, inspect and/or monitor those facilities and operations of Contractor that are directly involved in the implementation of programs funded through this Agreement. Contractor shall provide services funded under this Agreement only to individuals determined eligible under WIA guidelines as designated by the SBWIB, Inc.
- B. Provide facilities which are adequate to fulfill the requirements of this Agreement.
- C. Provide services as described in Statement of Work , Exhibit A and Attachment A.
- D. Contractor shall ensure that participants comply with Section 167(a)(5) of the Military

Selective Service Act (50 USC Appx. 451 et. Seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.

E. Take all necessary and legal steps to ensure a workplace and training environment free of illegal drug use by Contractor's employees and participants.

F. Allow inspection of such records, reports, books, financial statements, and other documents required herein, where disclosure is permitted by law. Said records shall be opened to inspection by and permitted access to the Comptroller General of the United States, the SBWIB, Inc., the State, independent auditor(s), and/or the US Department of Labor, or designees of any of these agencies at any time during Contractor's normal business hours.

II - COMPENSATION

A. The parties agree that this shall be a cost reimbursement agreement. Only allowable admin/program costs described in Exhibit B, Budget Summary Forms shall be reimbursed for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based upon un-budgeted amounts and in no case shall the total amount of reimbursement by SBWIB, Inc. under this Agreement exceed the sum of **\$ 5,794,144.**

A.1. CA Multi-Sector Partnership Monthly Expenditure Report – Contractor shall document its expenditures using the Report format approved and provided by the SBWIB, Inc.

A.2. Monthly Expenditure Report Submission – Contractor shall submit, on or before the twentieth (20th) working day of each month, a complete and accurate monthly report including allowable accruals on forms approved and provided by the SBWIB, Inc.

B. Request for Cash - Contractor shall submit to the SBWIB, Inc. a Request for Cash for actual expenditures to be paid within three (3) working days from date of request, utilizing the Request for Cash form provided by the SBWIB, Inc. The Request for Cash form may not be submitted more often than every two (2) weeks. The Request for Cash will be reconciled to the

monthly expenditure reports.

B.1 Contractor, through its subcontractors, will be required to expend a minimum of fifty percent (50%) of subcontractors' total allocation on training services to participants. Sub-Contractor Administrative expenses are limited to ten percent (10%), core services, fifteen percent (15%); intensive services, twenty-two point five (22.5%) and supportive services two point five percent (2.5%).

B.2 Contractor may request additional funding based upon the availability of funds, projected layoffs, and current enrollments. SBWIB, Inc. will consider all such requests and make a determination, which shall be final as to whether the request shall be honored. The determination of whether to honor such request shall be based upon the availability of funds, the number of projected layoffs, and current enrollments. Contractor's right to incur costs and receive compensation for the additional funds shall be provided by a written amendment to this Agreement.

C. The Contractor will submit a copy of its approved Cost Allocation Plan or Indirect Cost Rate, documenting the methodology used to determine the reasonableness of costs allocated to the cost reimbursement activities and retain on file all documentation supporting the methodology. Failure to comply may result in nonpayment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in Agreement termination.

D. The parties agree that the SBWIB, Inc., reserves the right to prorate Contractor's reimbursement and/or adjust the Agreement based upon the number of participants enrolled as described in Exhibit "A", Statement of Work. In addition, a percentage of total costs, or the final payment that represents a percentage of total costs, may be held pending Contractor's adherence to minimum performance requirements.

E. Contractor shall make no additional claims for costs, charges, or fees, nor shall Contractor receive additional payment or any form of reimbursement from the SBWIB, Inc., individual participants or any other party, other than as specifically detailed in this Agreement.

F Notwithstanding the provisions concerning the term of the Agreement, funding shall be provided according to the following provisions:

1. The acceptance by the SBWIB, Inc. of the performance of the Contractor under the terms of the Agreement.

2. This Agreement is funded solely under the Workforce Investment Act (WIA). In the event the WIA is canceled or WIA funds to the SBWIB, Inc. are terminated, this Agreement will likewise terminate. Contractor shall have no recourse to non-WIA funds.

3. Contractor and SBWIB, Inc. hereby agree that payment will be by SBWIB, Inc. draft within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary SBWIB, Inc. business, whichever occurs first.

4. Payments to the Contractor may be withheld by the SBWIB, Inc. if the Contractor fails to comply with the provisions of this Agreement.

5. Contractor shall be responsible to repay any disallowed costs as determined by the SBWIB, Inc., its agent, the State or the Department of Labor (DOL).

III -- TERM OF AGREEMENT

The term of the Agreement shall be effective as of the date of the Board of Supervisor's approval and executed by the Director of CSS, or their designee, through March 17, 2013, unless otherwise amended in writing by both parties.

IV -- MODIFICATIONS

This Agreement fully expresses the agreement of the parties. Any modifications of amendment of the terms of this Agreement must be by means of a separate written document approved by the SBWIB, Inc. No oral conversation between any office or employee of the parties shall modify this Agreement in any way.

V -- ASSIGNMENTS AND SUBCONTRACTORS

A. Contractor shall neither assign this Agreement nor enter into any subcontract for the

performance of services required herein without securing the prior consent of SBWIB, Inc. Any attempt by the Contractor to subcontract any performance of services under this Agreement without the prior written consent of the SBWIB, Inc. shall be null and void and shall constitute a material breach of this Agreement upon which the SBWIB, Inc. may immediately terminate this Agreement in accordance with the provisions of Section XXIII of this Agreement.

B. Contractor's request to the SBWIB, Inc. for approval to enter into a subcontract shall include:

1. A description of the services to be provided by the subcontractor.
2. Identification of the proposed subcontractor, a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
3. Any other information or certification requested by the SBWIB, Inc.

C. In the event the SBWIB, Inc. consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

"This Agreement is a subcontract under the terms of a prime agreement with the SBWIB, Inc. and shall be subject to all the provisions of such prime agreement. All representations and warranties under this subcontract shall inure to the benefit of the SBWIB, Inc."

D. All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the City/SBWIB, Inc. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the SBWIB, Inc. shall not be construed to constitute a determination of the allow ability of any cost under this Agreement.

E. The Contractor agrees that it shall be held responsible to the SBWIB, Inc. for the

performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such agreement forwarded to the SBWIB, Inc. at or about the time of execution.

F. The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the City/SBWIB, Inc. shall have no liability or responsibility with respect thereto.

G. The Contractor shall not assign or subcontract any part or all of its interest in this Agreement without written approval from the SBWIB, Inc.

H. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or sub agreements. The Contractor agrees that the Contractor shall be held responsible by the SBWIB, Inc. for the performance of any subcontractor(s). Procurement of subcontractor and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

VI -- INSURANCE

A. General Liability Insurance

Contractor shall procure and maintain general liability insurance protecting Contractor City and SBWIB, Inc., its officers and employees against claims arising from bodily injury or death to persons occurring on Contractor's business premises or otherwise through Contractor's operation or performance under this Agreement. Said insurance shall consist of combined single limit liability coverage in an amount of \$1,000,000 or other equivalent coverage as approved by the SBWIB, Inc. Attorney.

B. Automobile Insurance

If a Contractor, in conducting activities under this Agreement, uses motor vehicles, the Contractor shall insure that the SBWIB, Inc., its officers and employees are held harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In addition, Contractor shall

provide insurance through a commercial insurance company authorized to do business in the State of California. The coverage shall be \$1,000,000 combined single limit liability, or other equivalent coverage approved by the SBWIB, Inc. Attorney.

C. Worker Compensation

Contractor shall provide worker compensation insurance coverage and benefits which complies with provisions of the California Labor Code, covering all employees of Contractor and, if applicable, other comparable insurance coverage such as medical and accident insurance for those participants enrolled in classroom training or similar programs and not qualifying as employed under worker compensation, as required by State or Federal law.

D. Fidelity Bond

In the event SBWIB, Inc. chooses to make payment required herein by this Agreement by way of advancement as opposed to reimbursement, Contractor shall be required to provide and maintain a blanket fidelity bond which shall apply to the performance of any director, officer or agent of Contractor who signs or authorizes signatures on checks or drafts or in any manner authorizes the disbursement of project funds. Prior to the payment of program funds, by SBWIB, Inc., Contractor shall furnish SBWIB, Inc. a certificate of insurance from an insurer admitted to do business in the State of California verifying the Contractor carries such a bond. Said insurance certificate shall (1) name the SBWIB, Inc. as additional insured with a provision for direct payment to the SBWIB, Inc. in the event of loss and (2) provide that said bond shall not be canceled or terminated without 30 days written notice to SBWIB, Inc. Contractor hereby assigns to SBWIB, Inc. any right it has to claim indemnification under such bond. The amount of the bond shall be no less than \$50,000 or the highest advance planned for the present Agreement, whichever is higher.

E. Certificates of Insurance

Contractor shall furnish to SBWIB, Inc. evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be

provided, indicating that the respective policies meet the following requirements:

1. The City of Hawthorne/SBWIB, Inc., its officers and employees shall be named as additional insured.
2. Insurance shall not be canceled or terminated without 30 days written notice to SBWIB, Inc..
3. Insurance shall be primary and any insurance held by SBWIB, Inc. for its own protection shall be excess and shall be effective only upon exhaustion of Contractor's insurance.
4. Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance.

F. Self-Insurance

Notwithstanding the insurance required above, SBWIB, Inc., shall accept as an equivalent for any such coverage, evidence of an on-going program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall be subject to approval of the SBWIB, Inc. Attorney.

VII -- HOLD HARMLESS

City of Hawthorne/SBWIB, Inc. and Contractor agree to defend, indemnify and hold harmless each other against any and all liability, expenses and claims arising from their respective acts or omissions, including attorney's fees and costs. SBWIB, Inc. shall be responsible for damages caused by the negligence of its directors, officers, employees, and duly authorized volunteers occurring in the performance of this agreement. Contractor shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the City of Hawthorne/SBWIB, Inc. and Contractor that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized

volunteers.

City of Hawthorne/SBWIB, Inc. and Contractor by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of the other party attributable to the services required to be performed or caused by the disbursement and use of WIA funds under this Agreement.

VIII -- OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor agrees to provide all participants with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970 as amended if the participants were employees of the Contractor. Contractor shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

IX -- COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with the Workforce Investment Act (WIA) Public Law 105-220, as amended; Title 20 Code of Federal Regulations Part 626 et al, Title 29 Code of Federal Regulations Part 97 et al, Title 2 Code of Federal Regulations Part 225 et al, WIA Rules and Regulations; applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Title VI of the Civil Rights Act of 1964, WIA Section 188, Equal Employment Opportunity (EEO) (Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented in 41 CFR Part 60, Title IX of the Education Amendments of 1972, as amended, Age Discrimination Act of 1975, amended, Drug Abuse Office and Treatment Act of 1972 , as amended, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 523 and 527 of the Public Health Service Act of 1912, as amended, Single Act of 1984, Title VIII of the Civil Rights Act of 1968, as amended, Promoting Procurement with Small Businesses Owned and Controlled by "Socially and Economically Disadvantaged Individuals, Historically Black Colleges and Universities, and Minority Institutions (Executive Order 12928), Public Law 107-288 (38USC 4215) Jobs For Veterans Act, Public Law 118-8 Salary and Bonus

Limitations, Public Law 94-163 of the Energy Policy Conservation Act, and Environmental Protection Agency requirements; the Family Economic Security Act (FESA) AB 3424, as amended; the Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; Applicable Drug Free Workplace Requirements, Office of Management and Budget (OMB) Circulars and applicable compliance supplements; all other Federal, State and local laws, rules and regulations; policies and operating requirements of the SBWIB, Inc.; as well as applicable provisions and standards promulgated by the Department of Labor, including but not limited to the following:

1. Selection of participants and staff,
2. Use of State and/or Federal funds,
3. Requirements for record keeping and reporting,
4. Provisions regarding the compensation and working conditions of participants and

non-discrimination requirements. If regulations are amended or revised, Contractor shall comply with them or notify SBWIB, Inc., within 30 days after promulgation of amendments or revisions that it cannot so conform.

X -- RECORDS

A. Access

Contractor shall give the Comptroller General of the United States, and any authorized representative of the SBWIB, Inc. or any appropriate federal or state agency complete access to the right to examine any and all records, books, participant files, papers, reports, and audits, where disclosure is permitted by law., and other documents and physical evidence related to the program, as often as deemed necessary by any of the authorized representative named by Chief Executive Officer.

B. Retention

The Contractor shall make any and all WIA-related records, reports, participant files, and other documentation any physical evidence, in addition to documents required by this Agreement, as may

reasonably be requested by the SBWIB, Inc., available for inspection and audit by any federal, state, or SBWIB, Inc. agency, upon request, for three (3) years from the termination date of this Agreement, so long as said documents may be legally disclosed. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

C. Location

The Contractor shall inform the SBWIB, Inc. in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Agreement. The Contractor shall inform the SBWIB, Inc. in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records or reports beyond the boundaries of the County of Los Angeles shall require prior written approval by the SBWIB, Inc. If the Agreement ceases operations prior to five (5) years from the beginning date of this Agreement or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor's representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

XI--REPORTING REQUIREMENTS

A. General Reporting

At such times and in such forms as the SBWIB, Inc. may require, there shall be furnished to the SBWIB, Inc. such records, reports, data and information pertaining to matters covered by this Agreement, where disclosure is otherwise permitted by law.

B. WIA Monthly Expenditures Reports and Close-Out

1. On or before fifteen (15) working days of each month, Contractor shall submit to

the SBWIB, Inc., on forms provided by the SBWIB, Inc., a complete and accurate monthly expenditure report, including allowable accruals. Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the closeout of the grant within the contracted period. Any other costs not included will be considered disallowed.

2. Within twenty-one (21) days following the termination of the Agreement, Contractor shall submit to the SBWIB, Inc. a preliminary report of expenditures. Within forty (40) days following the termination of the Agreement, Contractor shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., a complete and accurate final close-out report of expenditures including allowable accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out.

3. In the event Contractor does not submit a final close-out within the prescribed time frame, the SBWIB, Inc. reserves the right to unilaterally close-out the Agreement and use the report on file at the SBWIB, Inc. for determination of Contractor's final allowable expenditures. The SBWIB, Inc. will not reimburse the Contractor for any expenditure reported after the forty (40)-days closeout date following termination of this Agreement. The SBWIB, Inc. shall provide closeout forms to the Contractor at least thirty (30) days prior to termination of Agreement.

C. Management Information System (MIS) Reporting

Contractor shall submit to the SBWIB, Inc. all MIS forms within 10 days of the activity date (ex: enrollment/registration date, exit date, follow-up date) utilizing the Intrastate Training Resource and Information Network (I-TRAIN).

XII – INTELLECTUAL PROPERTY RIGHTS

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant

or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds including intellectual property, these revenues are program income.

Program income is added to the grant and must be expended for all allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce solution was funded by a grant awarded by the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind express or implied, with respect to such information, including, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses requires the prior authorization of the copyright owner.”

XIII -- INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the SBWIB, Inc. The SBWIB, Inc. shall report the fact to the Grant Officer, at DOL. Unless there is a prior Agreement between SBWIB, Inc. and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery, including rights under any patent issued thereon, which will be allocated and administered in order to protect the public

interest consistent with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 CFR 16889).

B. Copyright Policy

Unless otherwise provided in the terms of the grant or Agreement, when copyrightable material is developed in the course of or under a DOL grant or agreement, the author and the SBWIB, Inc. which developed the work is free to copyright material or to permit others to do so. The SBWIB, Inc. shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

The U.S. Department of Labor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

The copyright in any work developed under any grant, subgrant, or agreement under a grantor subgrant; and,

1. Any right of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.

C. Rights to Data

The U.S. Department of Labor and the SBWIB, Inc. shall have unlimited rights to any data first produced or delivered under this Agreement.

XIV -- REBATES

The Contractor agrees to advise the SBWIB, Inc., in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by these award dollars. Appropriate action must be taken by the SBWIB, Inc., to ensure that the Government is reimbursed

proportionally from such income.

XV -- ACORN PROHIBITION

Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E)(“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organization for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantee or contractors to ACORN or its subsidiaries as subgrants, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).

XVI -- CONFIDENTIALITY REQUIREMENTS

A. Contractor shall maintain the confidentiality of any information regarding participants and the immediate family of any participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. The Contractor shall not divulge such information without the permission of the participant, except for disclosures required by law, court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.

B. Confidentiality of State/County Records

Confidential information pertains to any data that identifies an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, Employment Development Department, the California

Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Contractor agrees to:

1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a “need-to-know” basis, as specifically authorized in this Agreement. Instruct all employees with State/County information access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code; section 502 of the Penal Code; section 2111 of the Unemployment Insurance Code; section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

2. Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. State/County confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified/witnessed destruction. Magnetic media are to be demagnetized or returned to appropriate agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

XVII -- CERTIFICATION REGARDING CHILD SUPPORT COMPLIANCE PROGRAM

Contractor, by signing this Agreement, hereby certifies compliance with the Child Support Compliance Act of the State of California, as implemented by the Employment Development Department. Contractor assures that to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. Contractor recognizes and acknowledges the importance of child and family support obligations and

shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) Part 5 of Division 9 of the Family Code. Contractor's failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the Contractor may be ineligible for award of future Agreements if SBWIB, Inc. determines that any of the following has occurred: (1) false certification, or (2) violation of the certification by failing to carry out the requirements as noted above.

XVII I-- FISCAL ACCOUNTABILITY

Contractor shall establish and maintain a sound financial management system, based upon Generally Accepted Accounting Principles (GAAP). An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

XIX-- NOTICES

All notices to be given in accordance with this Agreement shall be deemed served by (1) enclosing same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid in the United States Postal Service, or (2) personal service. For these purposes, the addresses of the parties shall be as follows:

SBWIB, Inc.

South Bay Workforce investment Board Inc.
11539 Hawthorne Blvd., 5th Floor
Hawthorne, CA 90250
Attn: Jan Vogel, Chief Executive Officer

Contractor

County of Los Angeles
Community & Senior Svcs.
Los Angeles, CA 90020
Attn: Cynthia Banks

XX -- PROGRAM INCOME FOR NON-PROFIT AND PUBLIC AGENCIES

Program income is earned through the activities funded by this Agreement. For further definition of program income and requirements for its use, Contractors are referred to WIA section 195(7)(A) and (B)(i)(ii) and 20 CFR '667.200 which are herein incorporated by this reference.

Any program income must be reported to the SBWIB, Inc. on the expenditure report, and must be returned to the SBWIB, Inc. in accordance with the SBWIB, Inc.'s written directions to the Contractor. At the SBWIB's discretion, program income may be used to augment the Contractor's WIA program. Such use of program income is permitted only by written amendment to this Agreement. Should such use of program income must be approved, Contractor shall maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with WIA record retention and audit requirements. The SBWIB, Inc. shall monitor Contractor's compliance with all program income requirements

XXI -- AUDITS AND REQUIREMENTS

Contractor shall comply with audit requirements as identified WIA regulations (20 CFR 667.200(b) and respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, and local policies and regulations. Contractor shall be responsible for determining whether it is subject to the OMB Circulars, or other federal auditing requirements, and, if so, shall be responsible for compliance with the audit requirements thereof. Such audits shall be paid for by the Contractor. A commercial organization (subrecipient) receiving \$500,000 or more in federal financial assistance to operate a WIA program shall comply with the audit requirements set forth in OMB Circular 133.

Contractor shall allow authorized SBWIB, Inc., State, and Federal representatives to have access to

the Contractor's facilities and all related WIA documentation and other physical evidence, where disclosure is otherwise permitted by law, for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Agreement, including the interviewing of the Contractor's staff and program participants during normal business hours.

The SBWIB, Inc. shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Agreement. Should these books and records not meet the GAAP, the SBWIB reserves the right to withhold any or all of its funding to the Contractor until said minimum standards are met.

The SBWIB, Inc. may require the Contractor to use any or all of the SBWIB, Inc.'s accounting or administrative procedures used in planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.

The SBWIB, Inc. reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites, or the activities performed thereon, have any relationship to the program covered by this Agreement.

When fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the SBWIB, Inc.'s final determination of the disallowed costs, in accordance with the procedures established under WIA.

XXII---CERTIFICATION

1. Debarment and Suspension Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under laws of the State of California the Contractor will comply with regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department of agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connecting with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification;

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

B. Lobbying Restrictions: By signing this Agreement the Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1. No federal appropriated funds have been paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an employee of Congress, an officer or employee of Congress, or a employee of a Member of Congress, in connection with this Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the Contractor shall complete and submit Standard Form - LLL , Disclosure Form to Report Lobbying, in accordance with its instructions.

C. Nepotism: By signing this Agreement the Contractor certifies that it shall not hire or permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this Agreement, the term's immediate family's means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term's administrative capacity's means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

D. Drug Free Workplace Compliance: By signing this Agreement the Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1998, including its implementing regulations (29CFR Part 98, commencing with 98.600)

E. Nondiscrimination and Affirmative Action: By signing this Agreement the Contractor hereby certifies that it shall conduct not discriminate against any employee or applicant for

employment because of race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The Contractor will take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

XXIII---PUBLICITY

No funds provided under this agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress itself. Nor shall grant funds be used to pay salary or expenses of any grantee or agent acting for such grantee, related to any activity designed to influence legislation or appropriations pending before the Congress.

XXIV---PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, Contractor shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money for each partnership identified in this agreement, and (2) the dollar amount of federal funds for the project or program, for each partnership identified in this agreement.

XXV--- BUY AMERICAN NOTICE REQUIREMENT

It is the sense of Congress that to the greatest extent practicable, all equipment and products purchased with funds made available with these appropriated funds, should be American made. See also WIA section 505-Buy American Requirements.

XXVI -- GRIEVANCES AND COMPLAINT SYSTEM

- A. Contractor shall maintain a grievance and complaint procedures in compliance with

the WIA, federal regulation and state statues, regulation and policy.

B. Contractor shall preliminarily investigate all complaints of clients enrolled in the CA Multi-Sector Partnership Project and notify the SBWIB, Inc.'s Chief Executive Officer of the status of the investigation within five (5) business days of receiving the complaint.

C. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plan for specific actions and strict time deadlines.

D. Copies of all written complaint response shall be sent to the SBWIB, Inc.'s Chief Executive Officer within five (5) business days of mailing to the complaint

E. Contractor shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of the WIA or WIA Regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

F. Contractor shall permit the Directorate of Civil Rights (or a representative) access to its premises, participants, employees, books, and papers should the need arise during a complaint investigation.

XXVI--DISPUTE RESOLUTION AND BREACH

A. Dispute: Contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from this Agreement. Contractor shall continue performance of the Agreement activities during such dispute and shall immediately submit written request for informal review and consultation to the SBWIB, Inc. Administration.

If the dispute is not resolved within thirty (30) days of such request, SBWIB, Inc. through its agent, shall review the disputed matter and, after consultation with the SBWIB, Inc. Administration and the Contractor, reach a resolution. Contractor shall be issued a decision in writing that shall bind all parties.

Contractor shall be afforded an opportunity to appeal and to offer evidence in support of its appeal. Pending final decision of an appeal, Contractor shall proceed with the performance of the Agreement. Upon final disposition, Contractor shall comply with SBWIB, Inc.'s decision.

B. Breach: In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

XXVII- DEFAULTS, PROBATION, SUSPENSION, TERMINATION AND SANCTIONS OF FUNDING

A. Defaults

Default, as used in this Agreement, shall mean instances when Contractor fails for any reason to comply with the material obligations of this Agreement within the term of Agreement. Actions that come as a result of Contractor's default shall include but are not limited to the following:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Place the Contractor on Probation status; and
4. Terminate the Agreement.

B. Probation

1. The SBWIB, Inc. may place Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
2. Said notice shall set forth the period of probation, the reasons for probation, and the specific conditions of non-compliance.

3. Within five (5) working days, the Contractor shall reply in writing, setting forth the corrective actions which will be undertaken, subject to SBWIB, Inc. approval in writing.

C. Suspension

1. It is mutually understood and agreed that failure of Contractor to comply with any provision of this Agreement, its Exhibits or Attachments is cause for suspension of payments and/or referrals.

2. The SBWIB, Inc. may immediately suspend payments to Contractor prior to termination of the Agreement in whole or in part for the following causes:

a. Failure of Contractor to comply in any respect with a material term and/or condition of this Agreement.

b. Submittal to SBWIB, INC. Inc. of reports which are incorrect or incomplete in any substantial or material respect.

c. Termination or suspension of grant(s) to SBWIB, Inc./City from the Federal or State governments.

d. Failure of Contractor to accept and/or implement any additional conditions that may be required by law, by the Federal government, Executive Order or by regulation of the State, its agencies responsible for the operation of this program, or SBWIB, Inc..

3. Upon suspension of funds, Contractor agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of SBWIB, Inc..

D. Termination

1. This Agreement may be terminated in whole or in part by SBWIB, Inc. for cause, which shall include but are not limited to:

a. Failure for any reason of the Contractor to fulfill in a timely and proper manner any of its material obligations under this Agreement.

b. Suspension or termination by the Department of Labor or the State of

the grant to City/SBWIB, Inc. under which this Agreement is made.

c. Improper use by Contractor of funds furnished under this Agreement.

d. Failure to meet performance standards as stipulated in Exhibit "A".

2. This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination, which shall be specified in the notice.

3. Upon termination or cancellation of this Agreement, Contractor shall be responsible for preparation of close out reports and transmittal to SBWIB, Inc. of all documents which are in the possession of Contractor that relate to the conduct of the program within the time and within the manner prescribed by SBWIB, Inc. Final payment to Contractor under this Agreement will be made only after SBWIB, Inc. has determined that Contractor has satisfactorily completed said close-out procedures.

E. Sanctions Contractor through the execution of this Agreement agrees to comply with, the requirements herein, and those requirements contained within the Workforce Investment Act and all applicable Directives/Bulletins from the SBWIB, Inc., State, or Department of Labor (DOL). Approved sanctions may include but are not limited to the following: fiscal probation, administrative probation, withholding of payment, reobligation/deobligation of Agreement funds, questioned and/or disallowed costs, or suspension/termination of this Agreement. Those sanctions which may be applied will be dependent upon the circumstances of noncompliance.

XXVIII--ENTIRE AGREEMENT

This Agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

//

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Community and Services and SBWIB has subscribed the same through its authorized officer, as of _____ day of _____ 2012.

By: COUNTY OF LOS ANGELES

Signature: _____

Name: Cynthia D. Banks

Title: Director, Community & Senior Services

APPROVED AS TO FORM BY COUNTY COUNSEL

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

Jack Ballas, Attorney-at-Law

STATEMENT OF WORK

CA Multi-Sector Workforce Partnership Project

Project Overview

The South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) has been awarded a National Emergency Grant for the CA Multi-Sector Partnership Project that will provide core, intensive, training and supportive services to dislocated workers. Customers must be laid off from companies as noted in **Attachment A1**.

Ineligible Layoff Events

Layoffs or less than 50 workers are not typically eligible dislocation events for multi-company NEG's; the Contractor **must remove** layoffs affecting **less than 50** workers from the project as they should be served with formula funds., unless serving less than 50 workers has been approved by DOL.

Enrollments

All participants eligible for services/assistance under this agreement shall be registered/enrolled no later than six (6) months of the grant award date of June 30, 2011. **All enrollments must be completed by December 31, 2011, unless otherwise amended.**

On-the-Job and Customized Training Waivers

Contractor will be allowed to use the WIA Statewide California Waivers for PY 2011-12 for OJT and Customized Training upon the final issuance of the EDD Directive. The directive has an expiration date of **June 30, 2012**.

Performance Measurements Chart

Dislocated Workers	Performance Standards
Dislocated Worker Entered Employment Rate	82%
Dislocated Worker Employment Retention Rate	85%
Dislocated Worker Earnings Placement Rate	\$15,900

Enrollment Plan-Grant Code 945

Program	New Enrollments	Total Funding
CA Multi-Sector Workforce Partnership Project	784	\$5,794,144

The SBWIB, Inc. will pay tuition expenditures directly to the vendor if requested by the Contractor.

***The term of this agreement is effective as of the date of Board of Supervisor's approval and executed by the Director of CSS, or their designee, through March 17, 2013, unless otherwise amended in writing.**

CA Multi-Sector Workforce Partnership (NEG) Application

CONTRACTOR'S LAYOFF EVENTS

ASSURANCES

- All participants eligible for services/assistance under this agreement shall be registered/enrolled no later than six (6) months of the grant award date of June 30, 2011, unless otherwise amended. This six month enrollment period may be modified by SBWIB, Inc. at any time, upon agreement by Contractor.
- Unless specifically developed for the California Multi-Sector Workforce Partnership Project and agreed to in writing by the partners, State of California policies governing on-the-job training (OJT) agreements, customized training, participant support services, paid and unpaid work experience, and paid and unpaid internships shall apply to all such activities under this agreement. Where the State has not defined a specific policy, and where specific policy or guideline has not been developed and approved for the Project, WIA rules and regulations will prevail.
- All local WIA policies and WIA-funded activities, including those pertaining to and funded under the National Emergency Grant Program, shall comply with all applicable federal and state statutes, rules, policies, and regulations of the federal Workforce Investment Act of 1998.
- Work experience wages paid under this agreement shall not exceed \$15.00 per hour and the length of a paid work experience assignment will not exceed 12 weeks and a maximum of forty (40) hours in any given week.
- On-the-job training agreements will be developed only with employers for positions where the employer has agreed to retain the participant after successful completion of the OJT period. Wage reimbursement payments under OJT agreements will be based on the specific vocational preparation level requirements of the position in question and will not exceed 90% of the hourly wage per current DOL state waiver. In no case may the duration of an OJT agreement exceed six months in length.
- Follow-up services for participants receiving service(s) under this agreement shall continue for 12 months after program exit.
- No participant receiving service/assistance under this agreement may be enrolled in another NEG without the express written authorization of the SBWIB, INC., Inc.
- No funds will be used under this NEG agreement to pay for health insurance premiums for dislocated workers who do not qualify under programs authorized by the Trade Act of 2002.
- NEG supportive service funds may be used to pay for emergency medical treatment and needs-related payments—where authorized by local workforce investment boards for the Dislocated Worker Formula Program.
- No Rapid Response activities will be funded under this agreement.
- All participants receiving service(s)/assistance under this agreement must complete training no later than 90 days prior to the end of the agreement or March 17, 2013, whichever comes first.
- Co-enrollment with WIA Adult and Dislocated Worker Program is allowable.

PROJECT's ADMINISTRATION

GRANT MANAGER:

Name: Robert Mejia
Title: Project Manager
Address: 11539 Hawthorne Blvd., 5th floor
Hawthorne, CA 90250
Telephone: (310) 970-7700
Facsimile: (310) 970-7713
E-Mail Address: rmejia@SBWIB.org

FISCAL UNIT:

Name: Tudorita "Dori" Giulea
Title: Fiscal Coordinator
Address: 11539 Hawthorne Blvd., 5th floor
Hawthorne, CA 90250
Telephone: (310) 970-7700
Facsimile: (310) 970-7713
E-Mail Address: tgiulea@SBWIB.org

CONTRACT ADMINISTRATION:

Name: James "Jimmy C" Carradine
Title: Contracts
Address: 11539 Hawthorne Blvd., 5th floor
Hawthorne, CA 90250
Telephone: (310) 970-7700
Facsimile: (310) 970-7713
E-Mail Address: jimmyc@SBWIB.org

Responsible for Contract Area: Foothill, Kern/Inyo/Mono/Kings County/LA City/LA County/San Luis Obispo

MIS ADMINISTRATION:

Name: Tamika Hambrick
Title: MIS
Address: 11539 Hawthorne Blvd., 5th floor
Hawthorne, CA 90250
Telephone: (310) 970-7700
Facsimile: (310) 970-7713
E-Mail Address: thambrick@SBWIB.org

CONTRACTOR'S ADMINISTRATION**PROJECT MANAGER:**

Name: Tina Hoang
Title: Program Manager WIA ADW Operations
Address: 3175 W. Sixth Street Los Angeles CA 90020
Telephone: 213 738-2641
Cell: 213-369-4166
E-Mail Address: thoang@css.lacounty.gov

FISCAL UNIT:

Name: Gerry Nelson
Title: Program Manager Finance Management Division
Address: 3175 W. Sixth Street Los Angeles CA 90020
Telephone: 213-738-2753
Cell: 213-500-8152
E-Mail Address: gnelson@css.lacounty.gov

CONTRACT ADMINISTRATION:

Name: Carol Domingo
Title: Program Manager Contracts Management Division
Address: 3175 W. Sixth Street Los Angeles CA 90020
Telephone: 213-639-6339
Cell: 213-215-2564
E-Mail Address: cdomingo@css.lacounty.gov

MIS ADMINISTRATION:

Name: Alfred Beyruti
Title: Program Manager Research and Stats Division
Address: 3175 W. Sixth Street Los Angeles CA 90020
Telephone: 213-738-2765
Cell: 213-453-7753
E-Mail Address: abeyruti@css.lacounty.gov

BUDGET SUMMARY FORMS

REQUEST FOR CASH FORMAT

GENERAL PROVISIONS

Contractor hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.

General Assurance.

Every reasonable course of action shall be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. The Contractor, its executive staff and employees, in administering the Agreement, shall avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

Nondiscrimination.**Prohibition of Discrimination Regarding Participation, Benefits, and Employment**

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

Prohibition on Assistance for Facilities for Sectarian Instruction or Religious Worship

Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place of religious worship.

Prohibition on Discrimination on Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Title with respect to the terms and conditions affecting the rights provided to the individual solely because of the status of the individual as a participant.

Prohibition on Discrimination Against Certain Non-Citizens

Participation in programs and activities or receiving funds under this Title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other immigrants authorized by the Attorney General to work in the United States.

Nepotism: The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity". For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program including but not limited to selection, hiring, or supervisory responsibilities.

Avoidance of Conflict of Economic Interest.

An executive or employee of the Contractor, an elected official in the area of a member of the South Bay Workforce Investment Board (SBWIB, Inc. shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Contractor or Sub-contractor. Supplies, materials, equipment or services purchased with subgrant funds shall be used solely for purposes allowed under this Agreement.

No member of the SBWIB, Inc. shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member of any business or organization which the member directly represents.

Avoidance of Sectarian Activities.

The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church, creed or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of Church and State.

Unallowable Activities and Costs.

Contractor will comply with the guidelines per 20 CFR Part 652, WIA Final Rule, August 11, 2000, regarding unallowable activities and costs or compensation may be disallowed. The following activities and costs, among others, are specifically unallowable:

1. **Public Service Employment:** No funds will be used under this Agreement for public service employment, subsidized employment with public and non-profit employers providing public services, except to provide disaster relief employment as specifically authorized in section 173(d), (WIA SEC. 195(10).
2. **Sectarian Activities:** The employment or training of participants to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious work activities is prohibited.
3. **Political Activities:** No financial assistance may be provided for any program which involves political activities.
4. **Maintenance of Effort:**
 - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours of non-overtime work, wages or employment benefits) any currently employed employee (as of the date of the participation).
 - b. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
 - c. No participant shall be employed or job opening filled when (1) any other individual is on

layoff from the same or any substantially equivalent job, or (2) the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Agreement.

- d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
5. Any funds received by agencies or individuals may not be used to assist, promote, or deter unionization.
6. No funds provided under WIA may be used for contributions on behalf of any participant to retirement systems or plans.
7. No person or organization may charge an individual a fee for the placement or referral of Such individual in or to a training program funded under this WIA.
8. Davis Bacon wages shall be paid to participants employed as laborers or mechanics by contractors, or Contractors, when working in construction which is assisted under the Act and which is related to a building used for WIA programs.
9. Funds provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the absence of such funds.
10. No funds shall be used for the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location or to assist in relocating establishments, or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
11. Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless, it is demonstrated that alternative services or facilities would be more effective or likely to achieve the workforce investment area's performance goals.
12. No funds shall be used for employment generating activities.
13. Incumbent Employee: No funds shall used on wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system, (WIA sec 181(b)(1)).

UNDERSTANDINGS

- A. Contractor understands that this Agreement is a cost reimbursement contract.
- B. Contractor agrees that job development for participants accepted into training program shall be a primary responsibility of Contractor, including job solicitation and job creation.
- C. Contractor understands that once a participant is enrolled and costs have been incurred, responsibility for participants' training and placement is assumed.

- D. Contractor understands that SBWIB, Inc. staff are charged with tracking and reporting on compliance and performance of all Agreements to the SBWIB, Inc. and/or designated committees. The staff are required to monitor and provide evaluation information to appropriate persons and committees. Such methods for evaluation may include surveys of participants and employers.
- E. Contractor understands that this program plan is subject to modification in order to comply with required policies, procedures and/or interpretation of state guidelines.
- F. Contractor understands that SBWIB, Inc.'s on-site monitoring shall, if applicable, include a review of the financial assistance awards list to find WIA enrollees and to identify possible WIA training fund overpayments in order to recover funds from training institutions that received education assistance program funds on behalf of WIA participants.
- G. Contractor understands that all costs paid out for a participant who is enrolled without SBWIB, Inc.'s written authorization prior to enrollment who is found to be ineligible, and any costs associated with services provided under this Agreement found to be disallowed in an audit, shall be the sole responsibility of the Contractor. The SBWIB, Inc. will withhold amounts owed the debtor for past services or other considerations already provided in satisfaction of the debt owed, or use any repayment method identified in the SBWIB, Inc.'s debt collection policy.
- H. The conduct of the parties to this Agreement shall be in accordance with Title VI and VII of the Civil Rights Act of 1964, and the rules and regulations promulgated thereunder. In addition,
 - 1. During the performance of this Agreement, the Contractor shall not deny the said benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or political affiliation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, marital status, age, sex, or political affiliation. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - 2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.
- I. Contractor will administer its programs under the Workforce Investment Act (WIA) in full compliance with safeguards against fraud, abuse and criminal activity as set forth in WIA Directives. Contractor's employees and participants shall be alert to any instances of fraud, abuse, and criminal activity committed by staff or program participants and report all such instances to the SBWIB, INC. within 24 hours of discovery in accordance with requirements and procedures contained in 20 CFR Section 667.630. Contractor shall provide evidence of notification to employees and participants of policies and reporting procedures concerning fraud, abuse and criminal activity.

EXHIBIT D

CONSULTANTS

In the event that Contractor shall enter into consultant and/or professional service agreement for any services provided under this Agreement, the parties to any such agreement, and the services they are to provide, shall be identified below.

Contractor shall provide SBWIB, Inc. with current copies of any consultant and/or professional services agreements with the individuals listed below. Said agreements shall specify compliance with terms and conditions of the primary agreement with SBWIB, Inc.

Adjustments to this Exhibit may be made by approval of the SBWIB, Inc., Attorney without amendment, however, prior to any change in, or additions to, the list of consultants contained herein, Contractor shall notify SBWIB, Inc. and provide copies of sub-agreements and other required documents.

Consultants performing services which may involve driving must provide evidence of insurance (insurance certificates) at the level required and with additional insured endorsements.

CONSULTANT

SERVICES TO BE PERFORMED